

General Terms and Conditions of Sale (GTC)

§ 1 Application

(1) The contracting party (seller, we) MIZU GmbH is represented by Michael Zupritt, Weidgang 8–14, D-78247 Hilzingen, Telefon: (+0049)7731-906 70; Fax: (+0049)7731-906 767; e-Mail: info@mizu.de.

(2) These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

(3) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

§ 2 Offer, Acceptance

After receiving an order (via telephone, fax or Internet), the order will be checked and, if the order is accepted, an seller's declaration of acceptance is sent by e-mail or fax or in another suitable form. The acceptance of the order is generally reserved. Insofar as the order constitutes an offer within the meaning of § 145 BGB (German Civil Code) we are entitled to accept the offer within two weeks.

§ 3 Prices

(1) Prices are ex works, inclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.

(2) Price changes and price adjustments reserved, as well as the availability of products. We reserve further to provide equivalent substitute if an item is not availability.

(3) On the consumer-right of withdrawal and thus his right of returning the goods will be referenced (see provision specified in § 5 (Consumer Rights European Union - Returning unwanted goods)).

§ 4 Payment, Delivery, Shipping Costs / Delivery-Fees, Risk of shipment

(1) The following payment options accepted: Prepayment (e.g. via Paypal, bank transfer in advance or cash) plus cost of packaging, shipping, and transport. Additional costs and VAT are shown on the invoice separately. Other payment options can be agreed separately in writing. When paying by bank transfer in advance, the following positions must be specified: IBAN-Nr.: DE18 6929 1000 0212 2459 17 & BIC-Code: GENODE61RAD

In the case of failure to comply by the purchaser, the seller reserves the right to charge all incurred costs (e.g. bank charges) to the purchaser.

(2) The payment of the purchase price is due upon concluding the purchase contract. The total price of the order must be paid without any deductions. The seller is entitled to temporarily make partial deliveries if a part of the ordered goods is temporarily not available. If the seller declares upon delivery that it is a (first) partial service and the rest WILL be delivered later, there is no material defect. Additional shipping costs shall be borne in any case by the seller.

(3) If the seller approved in writing a extended payment term, the purchase price is due and payable net within the said term from the date of the invoice. Default interest in the amount of 8% above the respective base interest rate p. a. will accrue from the due date. We reserve all rights to claim further damages for delay.

(4) The shipping costs according to the item description apply unless a separate agreement has been made between seller and buyer. The seller bears the risk of damage during transit if the agreed Price include the cost of transit. The same is true for the risk of accidental loss and accidental deterioration of the goods sold.

If the purchaser demands shipment of the goods, the risk of loss or damage to the goods passes to the purchaser upon dispatch. If the purchaser is in default of acceptance, the seller can claim compensation for the damages caused thereby. The purchaser is entitled to prove a lesser loss.

(5) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate. We reserve the right to claim Further damages. The buyer reserves the right to prove that the damage was lower.

(6) Delivery is conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.

(7) Unless otherwise agreed, a delivery fee is charged for each delivery. The fee depends on the size and weight of each shipping package. These fees can be asked in advance. For deliveries abroad, the actual shipping cost calculation will become due. All shipping costs are to be paid without any deduction. We reserve the right to deliver the orders in part. Deliveries abroad can be carried out only as a total delivery.

§ 5 CONSUMER Rights European Union - Returning unwanted goods – distance Contracts only

(1) As a european consumer the purchaser has the right to withdraw from his purchases if they are fullfill the requirements as distance contracts. Distance contracts are contracts in which the entrepreneur or a person acting in his name or on his behalf and the consumer exclusively use means of distance communication for the contract negotiations and the conclusion of the contract, i.e., the contract is concluded exclusively via telephone, fax, letter or e-mail. A "consumer" within the meaning of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes that cannot be attributed primarily to their commercial or independent professional activity. The "right to withdraw" period expires 14 days after the day the purchaser received the goods. If this period expires on a non-working day, the purchaser's deadline is extended till the next working day.

(2) The purchaser can choose to withdraw from his order for any reason within this timeframe - even if he simply changed his mind. To exercise the right of withdrawal, the purchaser must unequivocally inform us (MIZU GmbH, Weidgang 8 – 14, D - 78247 Hilzingen, Telefon: +49 7731-90670, E-Mail: info@mizu.de) of his decision to

withdraw from the purchase. The purchaser can do this, for example, by adding a written statement to the goods that he is returning by post, or by sending a fax or e-mail or the purchaser may use the model withdrawal form, which he will find on our homepage. The model withdrawal form is not obligatory. Insert the purchaser's name, geographical address and, where available, the purchaser's telephone number, fax number and e-mail address. To meet the withdrawal deadline, it is sufficient for the purchaser to send his communication concerning the exercise of the right of withdrawal before the withdrawal period has expired. It is not enough to just send the goods back!

(3) Effects of withdrawal

If the purchaser withdraws from this contract, we shall reimburse to the purchaser all payments received from the purchaser, including the costs of delivery (apart from the supplementary costs resulting from the purchaser's choice of a type of delivery other than the least expensive type of standard delivery offered by us), but we will delay the refund till we have received the goods back or evidence that the purchaser sent them back. We will carry out such reimbursement using the same means of payment as the purchaser used for the initial transaction, unless the purchaser has expressly agreed otherwise; in any event, the purchaser will not incur any fees as a result of such reimbursement. In every case, the purchaser will have to pay the costs of returning the goods, if the shipping address is outside of Germany.

(4) For bulky goods (such as large equipment), we will give the purchaser (at request) at least an estimation of the cost of returning the goods. The purchaser must send the goods back within 14 days of informing us that he wants to withdraw.

(5) But still, the purchaser shall send back the goods or hand them over to us (MIZU GmbH, Weidgang 8 – 14, D - 78247 Hilzingen, Telefon: +49 7731-90670, E-Mail: info@mizu.de). If otherwise agreed, the consumer will have to bear the direct cost of returning the goods. The purchaser is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. The purchaser has no right to withdraw in cases where urgent repairs and maintenance work are ordered.

§ 6 Returns

For the returns, the return forms enclosed with the delivery should be used and filled out completely, with the customer number, item number etc., and enclosed with the shipment.

§ 7 Complaints

Faulty, damaged or incorrectly delivered merchandise will be exchanged. To clarify the situation and the further coordination of the conversion process, we ask the purchaser kindly to contact us directly before the purchaser returns the goods. This is an appeal without legal obligation - without disadvantages in the infringement.

§ 8 Warranty

(1) Unless otherwise agreed, Warranty claims shall be time-barred after 24 months of the passage of risk.

(2) The warranty period is reduced to one year when buying used products. For consumers, the shortening of the statutory warranty period to 1 year is only effective if this was effectively agreed before the conclusion of the purchase contract. Pre-contractual agreements with consumers are only effective if they are included in the purchase contract (e.g., as attachments signed by the consumer).

(3) Consumers are asked to report obvious defects in the goods in writing within two weeks of receipt. The omission of the advertisement has no influence on the statutory warranty claims of the buyer.

(4) Irrespective of this, the warranty is waived when buying used products between merchants. § 377 HGB applies to merchants only. Consumers have the choice of whether the supplementary performance should take the form of repairs or a replacement delivery.

(5) Goods, such as components, may only be used in accordance with the associated application list or expert opinion on vehicles intended for this purpose. The seller is entitled to refuse any warranty if the buyer (or his vicarious agents) has caused the defect in the purchased item himself through modifications, incorrect assembly, improper use or misuse.

(6) The supplementary performance owed by the seller as a matter of priority must always be carried out at his place of business or residence. The seller is entitled to refuse the type of supplementary performance chosen if it is only possible with disproportionate costs and the other type of supplementary performance does not result in significant disadvantages for the consumer or does not represent a significant inconvenience for the consumer. If the supplementary performance fails, the customer can, at his discretion, demand a reduction in payment (reduction) or cancellation of the contract (withdrawal) as well as compensation. In the case of only minor defects, the customer has no right of withdrawal.

(7) If the legal requirements for a permissible withdrawal from the purchase contract are met in the case of a vehicle sale (e. g. boats), the purchase price to be reimbursed by the seller is determined according to the gross purchase price less compensation for use and any (usage) damage caused by the buyer. The amount of the compensation to be deducted is determined either in agreement with the buyer or immediately by means of an expert report.

(8) If the customer chooses compensation, the limitations of liability set out below apply.

§ 9 Liability

(1) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.

- (2) Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.
- (3) If the damage compensation liability of the seller is excluded or limited, this also applies with regard to the personal liability for damages of employees, workers, employees, representatives and agents.
- (4) The seller is not liable in particular for non-specific product-related information and tips that are offered free of charge, as well as for hyperlinks to third-party offers.
- (5) Any liability not expressly provided for above shall be disclaimed.

§ 10 Retention of Title, Offset & Retainer rights

- (1) We retain title to the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.
- (2) The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.
- (3) As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.
- (4) The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.
- (5) Insofar as the above securities exceed the secured claim by more than 10%, we are obligated, upon our election, to release such securities upon the purchaser's request.
- (6) The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

§ 11 TÜV/Technical information

The products sold will lose their TÜV, ABE or EG/ABE certificates if they are modified or altered arbitrarily. If parts without TÜV, ABE or EG/ABE are used, the vehicle's general operating license will expire. The reports, certificates and approvals (TÜV, ABE or EG/ABE) are the property of MIZU GmbH. These documents are protected by copyright and may not be made publicly accessible, duplicated or distributed without the consent of MIZU GmbH. Any infringement or violation will be prosecuted.

§ 12 Place of Performance, Jurisdiction and Applicable Law

- (1) The place for delivery of the ordered goods shall be the headquarter of the Seller (MIZU GmbH, Weidgang 8-14, D-78247 Hilzingen) - unless otherwise agreed in writing.
- (2) Singen is the exclusive place of jurisdiction for all current and future claims arising from the business relationship with merchants, including bill of exchange and check claims. The same place of jurisdiction applies if the buyer does not have a general place of jurisdiction in Germany, relocates his domicile or usual place of residence abroad after the conclusion of the contract or his domicile or usual place of residence is not known at the time the action is filed. EC Regulation No. 44/2001 applies to European consumers. For the rest, in the event of claims by the seller against the buyer, the place of jurisdiction shall be his place of residence.
- (3) This contract shall be governed by the laws of the Federal Republic of Germany (excluding strictly the United Nations Convention of April 11th 1980, on contracts for the international sale of goods)

§ 13 Privacy

The buyer's data required for processing the order will be stored and, if necessary, passed on to companies working together with the seller as part of the order processing. All personal information will be treated confidentially. To the purpose of credit check, the seller reserves the right to exchange data with other service companies. The legitimate interests of the buyer will be considered at all times.

§ 14 Liability for links and other third-party content

Links (online connections) to websites operated by other providers, regardless of the question of ownership, are made available for use without obligation - with or without a special application. The contents of these pages are the sole responsibility of their operators. Should one of these connections give rise to complaints, we ask that you inform us as soon as possible.

§ 15. INTERNATIONAL and ABROAD payment options

- (1) Initial order and delivery abroad: Deliveries abroad are only processed against advance payment. Separate agreements require written confirmation.
- (2) Subsequent Orders: The buyer sends the seller the completed and signed direct debit form. The seller debits the invoice amount due immediately after the invoice has been issued or the package has been dispatched. At the same time, the buyer agrees, until revoked, that due invoice amounts will be debited by the seller via the specified bank details. Customer and account holder must match. Changes to bank details must be reported immediately. If these do not match or if a claim cannot be collected for other reasons, the seller reserves the right to send the order only against advance payment. In the event of non-compliance by the buyer, the seller reserves the right to charge the buyer for all costs incurred, such as bank charges, etc.

§ 16 INTERNATIONAL and ABROAD payment specifications

When paying from abroad, the following items must be specified:

PAYEE: MIZU GmbH; IBAN: DE18692910000212245917 ; BIC: GENODE61RAD

In the event of non-compliance by the buyer, the seller reserves the right to charge the buyer for all costs incurred, such as bank charges, etc.

§ 18 Miscellaneous, subject to change

(1) The general terms and conditions (GTC) listed above are also made available to the buyer in writing.

Pre-contractual agreements with consumers are only effective if they are expressly included in the purchase contract (e.g., as attachments signed by the consumer).

(2) Our terms and conditions can be changed at any time, provided these changes are based on factual reasons that do not unfairly disadvantage the contractual partner. Objective reasons can e.g., B. changes in the law, changes in case law, official requirements or changes in the economic situation.

§ 19. Online Dispute Resolution - mandatory information for consumers

(1) If the buyer is a "consumer", in accordance with EU Regulation (EU) No. 524/2013 on online dispute resolution (OS) in consumer matters, he can initiate an out-of-court dispute resolution - via the EU OS platform. which can be found at the web address (<http://ec.europa.eu/consumers/odr/>).

(2) If the buyer is a "consumer", he can initiate an alternative settlement of consumer disputes (AS) in accordance with EU Directive 2013/11/EU. The responsible arbitration board is the General Consumer Arbitration Board of the Center for Arbitration e.V., Straßburger Straße 8, 77694 Kehl am Rhein, [https://www. Verbraucher-schlichter.de](https://www.Verbraucher-schlichter.de).

(3) The indication of the said dispute resolution procedures are based solely on the mandatory information requirements set out in Regulation (EU) No. 524/2013 and EU Directive 2013/11/EU and does not constitute any willingness or obligation for the seller to participate in out-of-court or alternative dispute resolution procedures.

§ 20 Invalidity of Individual Provisions

Should individually provisions of these GTC be ineffective or not valid, the effectiveness/validity of the remaining provisions shall remain unaffected.